

**BEFORE THE
STATE BOARD OF OPTOMETRY
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

**JEFFREY A. HALL, O.D.
8312 Lake Murray Blvd., Suite E
San Diego, CA 92119**

Optometrist License No. 6242

Respondent.

Case No. CC 2008-78

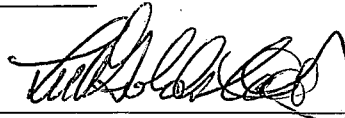
OAH No. 2010120671

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the State Board of Optometry, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on April 4, 2012.

It is so ORDERED March 5, 2012.



FOR THE STATE BOARD OF OPTOMETRY
DEPARTMENT OF CONSUMER AFFAIRS

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10 **DEPARTMENT OF CONSUMER AFFAIRS**
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11 In the Matter of the Accusation Against:

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13 **8312 Lake Murray Blvd., Suite E**
14 **San Diego, CA 92119**

OAH No. 2010120671

15 **Optometrist License No. 6242**

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

16 Respondent.

17
18 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
19 entitled proceedings that the following matters are true:

20 **PARTIES**

21 1. Mona Maggio (Complainant) is the Executive Officer of the State Board of
22 Optometry. She brought this action solely in her official capacity and is represented in this matter
23 by Kamala D. Harris, Attorney General of the State of California, by Carl W. Sonne, Deputy
24 Attorney General.

25 2. Respondent Jeffrey A. Hall, O.D. (Respondent) is represented in this proceeding by
26 attorney Mr. Ali Oromchian, whose address is: Mr. Ali Oromchian, Sara Izadpanah, Esq.
27 Dental & Medical Counsel, P.C., 111 Deerwood Rd, Suite 340, San Ramon, CA 94583.
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3. On or about October 3, 1977, the State Board of Optometry issued Optometrist License No. 6242 to Jeffrey A. Hall, O.D. (Respondent). The Optometrist License was in full force and effect at all times relevant to the charges brought in Accusation No. CC 2008-78 and will expire on April 30, 2013, unless renewed.

JURISDICTION

4. Accusation No. CC 2008-78 was filed before the State Board of Optometry (Board), Department of Consumer Affairs, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on September 1, 2010. Respondent timely filed his Notice of Defense contesting the Accusation.

5. A copy of Accusation No. CC 2008-78 is attached as Exhibit A and incorporated herein by reference.

ADVISEMENT AND WAIVERS

6. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in Accusation No. CC 2008-78. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

7. Respondent is fully aware of his legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to be represented by counsel at his own expense; the right to confront and cross-examine the witnesses against him; the right to present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

8. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

CULPABILITY

9. Respondent admits the truth of each and every charge and allegation in Accusation No. CC 2008-78.

10. Respondent agrees that his Optometrist License is subject to discipline and he agrees to be bound by the Board's probationary terms as set forth in the Disciplinary Order below.

RESERVATION

11. The admissions made by Respondent herein are only for the purposes of this proceeding, or any other proceedings in which the State Board of Optometry or other professional licensing agency is involved, and shall not be admissible in any other criminal or civil proceeding.

CONTINGENCY

12. This stipulation shall be subject to approval by the State Board of Optometry.

Respondent understands and agrees that counsel for Complainant and the staff of the State Board of Optometry may communicate directly with the Board regarding this stipulation and settlement, without notice to or participation by Respondent or his counsel. By signing the stipulation, Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Board shall not be disqualified from further action by having considered this matter.

13. The parties understand and agree that facsimile copies of this Stipulated Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same force and effect as the originals.

14. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

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1 submitted between July 1st and July 7th.

2 For the period covering July 1st through September 30th, reports are to be completed
3 and submitted between October 1st and October 7th.

4 For the period covering October 1st through December 31st, reports are to be completed
5 and submitted between January 1st and January 7th.

6 Failure to submit complete and timely reports shall constitute a violation of probation.

7 **3. PROBATION MONITORING PROGRAM** Respondent shall comply with
8 requirements of the Board appointed probation monitoring program, and shall, upon reasonable
9 request, report to or appear to a venue as directed.

10 Respondent shall claim all certified mail issued by the Board, respond to all notices of
11 reasonable requests timely, and submit Reports, Identification Update reports or other reports
12 similar in nature, as requested and directed by the Board or its representative.

13 Respondent is encouraged to contact the Board's Probation Program at any time he/she has
14 a question or concern regarding his/her terms and conditions of probation.

15 Failure to appear for any scheduled meeting or examination, or cooperate with the
16 requirements of the program, including timely submission of requested information, shall
17 constitute a violation of probation and will result in the filing of an accusation and/or a petition to
18 revoke probation against Respondent's Optometrist license.

19 **4. PROBATION MONITORING COSTS** All costs incurred for probation monitoring
20 during the entire probation shall be paid by the Respondent. The monthly cost may be adjusted as
21 expenses are reduced or increased. Respondent's failure to comply with all terms and conditions
22 may also cause this amount to be increased.

23 All payments for costs are to be sent directly to the Board of Optometry and must be
24 received by the date(s) specified. (Periods of tolling will not toll the probation monitoring costs
25 incurred.)

26 If Respondent is unable to submit costs for any month, he/she shall be required, instead, to
27 submit an explanation of why he/she is unable to submit the costs, and the date(s) he/she will be
28 able to submit the costs, including payment amount(s). Supporting documentation and evidence

1 of why the Respondent is unable to make such payment(s) must accompany this submission.

2 Respondent understands that failure to submit costs timely is a violation of probation and
3 submission of evidence demonstrating financial hardship does not preclude the Board from
4 pursuing further disciplinary action. However, Respondent understands that by providing
5 evidence and supporting documentation of financial hardship it may delay further disciplinary
6 action.

7 In addition to any other disciplinary action taken by the Board, an unrestricted license will
8 not be issued at the end of the probationary period and the optometrist license will not be
9 renewed, until such time as all probation monitoring costs have been paid.

10 **5. FUNCTION AS AN OPTOMETRIST** Respondent shall function as an optometrist for
11 a minimum of 60 hours per month for the entire term of his/her probation period.

12 **6. NOTICE TO EMPLOYER** Respondent shall provide to the board the names, physical
13 addresses, mailing addresses, and telephone number of all employers and supervisors and shall
14 give specific, written consent that the licensee authorizes the board and the employers and
15 supervisors to communicate regarding the licensee's work status, performance, and monitoring.
16 Monitoring includes, but is not limited to, any violation of any probationary term and condition.

17 Respondent shall be required to inform his/her employer, and each subsequent employer
18 during the probation period, of the discipline imposed by this decision by providing his/her
19 supervisor and director and all subsequent supervisors and directors with a copy of the decision
20 and order, and the Accusation in this matter prior to the beginning of or returning to employment
21 or within 14 days from each change in a supervisor or director.

22 The employer will then inform the Board, in writing, that he/she is aware of the discipline,
23 on forms to be provided to the Respondent. Respondent is responsible for contacting the Board to
24 obtain additional forms if needed. All reports completed by the employer must be submitted from
25 the employer directly to the Board.

26 **7. CHANGES OF EMPLOYMENT OR RESIDENCE** Respondent shall notify the
27 Board, and appointed probation monitor, in writing, of any and all changes of employment,
28 location, and address within 14 days of such change. This includes but is not limited to applying

1 for employment, termination or resignation from employment, change in employment status, and
2 change in supervisors, administrators or directors.

3 Respondent shall also notify his/her probation monitor AND the Board IN WRITING of
4 any changes of residence or mailing address within 14 days. P.O. Boxes are accepted for mailing
5 purposes; however the Respondent must also provide his/her physical residence address as well.

6 **9. COST RECOVERY** Respondent shall pay to the Board a sum not to exceed the costs of
7 the investigation and prosecution of this case. That sum shall be \$9,200.00 and shall be paid in
8 full directly to the Board, in a Board approved payment plan, within 6 months from the end of the
9 Probation term. Cost recovery will not be tolled.

10 If Respondent is unable to submit costs timely, he/she shall be required instead to submit an
11 explanation of why he/she is unable to submit these costs in part or in entirety, and the date(s)
12 he/she will be able to submit the costs, including payment amount(s). Supporting documentation
13 and evidence of why the Respondent is unable to make such payment(s) must accompany this
14 submission.

15 Respondent understands that failure to submit costs timely is a violation of probation and
16 submission of evidence demonstrating financial hardship does not preclude the Board from
17 pursuing further disciplinary action. However, Respondent understands that by providing
18 evidence and supporting documentation of financial hardship may delay further disciplinary
19 action.

20 Consideration to financial hardship will not be given should Respondent violate this term
21 and condition, unless an unexpected AND unavoidable hardship is established from the date of
22 this order to the date payment(s) is due. The filing of bankruptcy by the Respondent shall not
23 relieve the Respondent of his/her responsibility to reimburse the Board for these costs.

24 **10. TAKE AND PASS LICENSURE EXAMINATIONS** Within 60 days of the effective
25 date of this Decision, or within some other time as prescribed in writing by the Board,
26 Respondent shall take and pass the California Laws and Regulations Examination (CLRE). If
27 Respondent fails this examination, Respondent must take and pass a re-examination as approved
28 by the Board. The waiting period between repeat examinations shall be at six month intervals

1 until success is achieved. Respondent shall pay the established examination fees. If Respondent
2 has not taken and passed the examination within twelve months from the effective date of this
3 decision, Respondent shall be considered to be in violation of probation and shall immediately
4 cease practice until directed by the Board.

5 **11. COMMUNITY SERVICE** Within 30 days of the effective date of this decision,
6 Respondent shall submit to the Board, for its prior approval, a community service program in
7 which respondent provides free optometric or non-optometric services on a regular basis to a
8 community of charitable facility or agency, amounting to a minimum of 20 hours per month of
9 probation. Such services shall begin no later than 15 days after respondent is notified of the
10 approved program.

11 **12. VALID LICENSE STATUS** Respondent shall maintain a current, active and valid
12 license for the length of the probation period. Failure to pay all fees and meet CE requirements
13 prior to his/her license expiration date shall constitute a violation of probation.

14 **13. TOLLING FOR OUT-OF-STATE RESIDENCE OR PRACTICE** Periods of
15 residency or practice outside California, whether the periods of residency or practice are
16 temporary or permanent, will toll the probation period but will not toll the cost recovery
17 requirement, nor the probation monitoring costs incurred. Travel out of California for more than
18 30 days must be reported to the Board in writing prior to departure. Respondent shall notify the
19 Board, in writing, within 14 days, upon his/her return to California and prior to the
20 commencement of any employment where representation as an optometrist is/was provided.

21 Respondent's license shall be automatically cancelled if respondent's periods of temporary
22 or permanent residence or practice outside California total two years. However, respondent's
23 license shall not be cancelled as long as respondent is residing and practicing in another state of
24 the United States and is on active probation with the licensing authority of that state, in which
25 case the two year period shall begin on the date probation is completed or terminated in that state.

26 **14. LICENSE SURRENDER** During Respondent's term of probation, if he/she ceases
27 practicing due to retirement, health reasons, or is otherwise unable to satisfy the condition of
28 probation, Respondent may surrender his/her license to the Board. The Board reserves the right

1 to evaluate Respondent's request and exercise its discretion whether to grant the request, or to
2 take any other action deemed appropriate and reasonable under the circumstances, without further
3 hearing. Upon formal acceptance of the tendered license and wall certificate, Respondent will no
4 longer be subject to the conditions of probation. All costs incurred (i.e., Cost Recovery and
5 Probation Monitoring) are due upon reinstatement.

6 Surrender of Respondent's license shall be considered a disciplinary action and shall
7 become a part of Respondent's license history with the Board.

8 **15. VIOLATION OF PROBATION** If Respondent violates any term of the probation in
9 any respect, the Board, after giving Respondent notice and the opportunity to be heard, may
10 revoke probation and carry out the disciplinary order that was stayed. If a petition to revoke
11 probation is filed against Respondent during probation, the Board shall have continuing
12 jurisdiction and the period of probation shall be extended until the matter is final. No petition for
13 modification of penalty shall be considered while there is an accusation or petition to revoke
14 probation or other penalty pending against Respondent.

15 **16. COMPLETION OF PROBATION** Upon successful completion of probation,
16 Respondent's license shall be fully restored.

17 **17. WORKSITE MONITOR** During the period of probation, Respondent shall be
18 assigned a worksite monitor. The worksite monitor shall not have financial, personal, or familial
19 relationship with the Respondent, or other relationship that could reasonably be expected to
20 compromise the ability of the monitor to render impartial and unbiased reports to the board. If it
21 is impractical for anyone but the licensee's employer to serve as the worksite monitor, this
22 requirement may be waived by the board; however, under no circumstances shall a licensee's
23 worksite monitor be an employee of the licensee.

24 The worksite monitor's license scope of practice shall include the scope of practice of the
25 respondent that is being monitored or be another health care professional if no monitor with like
26 practice is available. The worksite monitor shall have an active unrestricted license, with no
27 disciplinary action within the last five (5) years.

28 The worksite monitor shall sign an affirmation that he or she has reviewed the terms and

1 conditions of the licensee's disciplinary order and agrees to monitor the licensee as set forth by
2 the board.

3 The worksite monitor must adhere to the following required methods of monitoring the
4 licensee:

5 a) Have face-to-face contact with the licensee in the work environment on a frequent
6 basis as determined by the board.

7 b) Interview other staff in the office regarding the licensee's behavior, if applicable.

8 c) Review the licensee's work attendance.

9 **18. WORKSITE MONITOR REPORTS** Quarterly Reports of Performance are due for
10 each year of probation and the entire length of probation from each employer, as follows:

11 For the period covering January 1st through March 31st, reports are to be completed
12 and submitted between April 1st and April 7th.

13 For the period covering April 1st through June 30th, reports are to be completed and
14 submitted between July 1st and July 7th.

15 For the period covering July 1st through September 30th, reports are to be completed
16 and submitted between October 1st and October 7th.

17 For the period covering October 1st through December 31st, reports are to be
18 completed and submitted between January 1st and January 7th.

19 Respondent is ultimately responsible for ensuring his/her worksite monitor submits
20 complete and timely reports. Failure to ensure that the worksite monitor submits complete and
21 timely reports shall constitute a violation of probation.

22 **19. CONTINUING EDUCATION** Within 90 days of the effective date of this Decision,
23 Respondent shall submit to the Board for its prior approval an educational program or course to
24 be in areas of identification and treatment of binocular disorders and strabismus. The education
25 program or course(s) shall consist of a minimum of four (4) hours for each practice area.

26 This program or course shall be in addition to the Continuing Optometric Education
27 requirements for renewal, and shall be obtained with all costs being paid by the Respondent.

28 Following completion of each course, the board or its designee may administer an examination to

1 test Respondent's knowledge of the course. Respondent shall provide written proof of attendance
2 in such course or courses approved by the board.

3 **20. EMPLOYMENT LIMITATIONS** Respondent shall not work in any health care
4 setting as a supervisor of optometrists. The Board may additionally restrict respondent from
5 supervising technicians and/or unlicensed assistive personnel on a case-by-case basis.

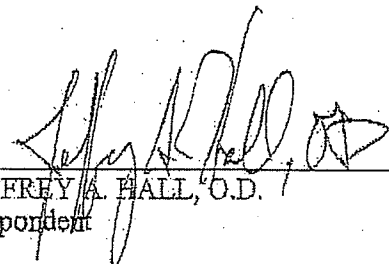
6 Respondent shall not work as a faculty member in an approved school of optometry or as
7 an instructor in a Board approved continuing education program.

8 Respondent shall work only on a regularly assigned, identified and predetermined
9 worksite(s) and shall not work in a float capacity.

10 ACCEPTANCE

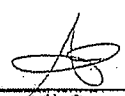
11 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
12 discussed it with my attorney, Mr. Ali Oromchian. I understand the stipulation and the effect it
13 will have on my Optometrist License. I enter into this Stipulated Settlement and Disciplinary
14 Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order
15 of the State Board of Optometry.

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17 DATED: 1-25-12


JEFFREY A. HALL, O.D.
Respondent

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19
20 I have read and fully discussed with Respondent Jeffrey A. Hall, O.D. the terms and
21 conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order.
22 I approve its form and content.

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24 DATED: 1-25-12


Mr. Ali Oromchian
Attorney for Respondent

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Dated: February 6, 2012

KAMALA D. HARRIS
Attorney General of California
JAMES M. LEDAKIS
Supervising Deputy Attorney General

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Exhibit A

Accusation No. CC 2008-78

1 EDMUND G. BROWN JR.
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Supervising Deputy Attorney General
3 CARL W. SONNE
Deputy Attorney General
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13 **8312 Lake Murray Blvd., Suite E**
14 **San Diego, CA 92119**

A C C U S A T I O N

15 **Optometrist License No. 6242**

16 Respondent.

17
18 Complainant alleges:

19 **PARTIES**

- 20 1. Mona Maggio (Complainant) brings this Accusation solely in her official capacity as
21 the Executive Officer of the State Board of Optometry, Department of Consumer Affairs.
22 2. On or about October 3, 1977, the State Board of Optometry issued Optometrist
23 License Number 6242 to Jeffrey A. Hall, O.D. (Respondent). The Optometrist License was in
24 full force and effect at all times relevant to the charges brought herein and will expire on April 20,
25 2011, unless renewed.
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JURISDICTION

3. This Accusation is brought before the State Board of Optometry (Board), Department of Consumer Affairs, under the authority of the following laws. All section references are to the Business and Professions Code unless otherwise indicated.

4. Section 3110 of the Code states:

"The board may take action against any licensee who is charged with unprofessional conduct, and may deny an application for a license if the applicant has committed unprofessional conduct. In addition to other provisions of this article, unprofessional conduct includes, but is not limited to, the following:

"(a) Violating or attempting to violate, directly or indirectly assisting in or abetting the violation of, or conspiring to violate any provision of this chapter or any of the rules and regulations adopted by the board pursuant to this chapter.

"(b) Gross negligence.

"(c) Repeated negligent acts. To be repeated, there must be two or more negligent acts or omissions.

"(d) Incompetence.

"(q) The failure to maintain adequate and accurate records relating to the provision of services to his or her patients."

5. Section 118, subdivision (b), of the Code provides that the suspension/ expiration/ surrender/ cancellation of a license shall not deprive the Board/ Registrar/ Director of jurisdiction to proceed with a disciplinary action during the period within which the license may be renewed, restored, reissued or reinstated.

6. Section 125.3 of the Code provides, in pertinent part, that the Board/ Registrar/ Director may request the administrative law judge to direct a licensee found to have committed a violation or violations of the licensing act to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the case.

FACTS

7. KW, born in January, 2003, was diagnosed at her preschool to require an eye examination. KW's mother scheduled an appointment for her daughter with Respondent, who performed on April 27, 2007 a non-dilated eye examination on KW and prescribed eyeglasses for reading only. Respondent's examination report indicated the following:

- The chief complaint noted on the eye examination record was "Screening from school-Failed."
- Patient information form completed on date of service indicated that the patient has not had a previous eye examination and was currently taking Nasonex, poly-fluoride, and vitamins as medications.
- Patient did not have a habitual prescription (i.e., currently wears no eyeglasses).
- Humphrey Instruments auto-refractor measurements indicated a prescription of +3.00-0.50 X 019 (right eye) and +4.50-1.75 X 0 (180) (left eye).
- Cover test performed at 6 meters indicated esophoria.
- Butterfly Stereo Acuity test was performed. Results unclear from documentation.
- Tonometry measurements were not performed.
- Diagnostic eye drops (dilating, cycloplegic) were not given.
- Refraction results revealed a prescription of +2.00-0.50X19 (right eye) and +2.00-1.00X180 (left eye). Best corrected visual acuities were not recorded possibly due to poor response from the patient.
- Anterior segment examination was unremarkable.
- Ophthalmoscopy (undilated) indicated a cup-to-disc ratio of .2 of each optic

nerve. Examination of the peripheral retina was not performed or recorded.

- The recommendations, diagnosis, and plan of treatment were not recorded.

8. Eyeglasses with the prescription of +2.00-0.50X020 (right eye) and +2.00-1.00X180 (left eye) were ordered on April 27, 2007 and delivered to KW on May 7, 2007. KW's mother paid \$288 for the eyeglasses.

9. When KW reported that "she doesn't see any better with or without" the eyeglasses, the complainant returned with her daughter to Respondent's office. KW's mother stated that Respondent did not reexamine KW with the eyeglasses at that time and according to her, "brushed me off saying that is just kids."

10. During a regular visit to her pediatrician in January 2008, KW's mother stated that KW "didn't like to wear" her eyeglasses. The pediatrician referred KW to an ophthalmologist, Dr. Ostrow, for a second opinion.

11. KW's mother scheduled an appointment for her daughter with Dr. Ostrow for an eye examination on February 1, 2008. KW's pediatrician sent Dr. Ostrow a letter, dated February 1, 2008, that provided the following information to Dr. Ostrow regarding the referral of KW:

- The patient, KW, has never had a dilated exam nor a cycloplegic refraction.
- The patient's mother noted that "her eyes have been crossing for at least 1 or 2 years and not sure how much more."
- Cycloplegic refraction revealed a prescription with "significantly more hyperopia than in her current lenses."
- Patient assessed with accommodative esotropia with questionable bilateral amblyopia.
- Mother advised that "without these glasses on, she will have a tendency to

1 cross more."

2 • Patient advised to return in one month to "recheck alignment of her eyes as
3 well as her vision with the correct glasses on."

4 12. Dr. Ostrow examined KW and reported the following:

5 • The chief complaint noted on the eye examination record was "Failed VA
6 screen at school last year-saw OD and mom wants second opinion."

7 • Patient was currently on Nasonex for nasal allergies and has no known drug
8 allergies.

9 • Visual acuities without correction were 20/40- (right eye) and 20/50- (left eye)
10 using full Snellen letters.

11 • Ocular motility testing indicated variable esotropia, which became larger at
12 near, with and without eyeglasses on.

13 • Cycloplegic refraction revealed a prescription of +4.00+0.75X90 (right eye)
14 and +4.00+1.00X90 (left eye). Best-corrected visual acuities were not
15 performed nor recorded.

16 • Stereo acuity test indicated that the patient was able to perform the test but
17 may have slightly decreased stereo vision.

18 • Anterior and posterior segment examinations were unremarkable.

19 • Patient was dilated at 10:40AM with 1 % cyclopentolate and 2.5%
20 phenylephrine.

21 • Patient was diagnosed with accommodative esotropia correctable with
22 eyeglasses. Follow-up was scheduled for one month.

23 • Eyeglass prescription of +4.00+1.00X90 (right eye) and +4.00+1.00X90 (left
24 eye) was released to patient.

1 13. KW's mother reported that Dr. Ostrow told her that he was amazed "at how
2 misdiagnosed she [KW] was" and that "they [Respondent] didn't dilate her eyes." Dr. Ostrow
3 prescribed eyeglasses for full-time wear and scheduled a follow-up appointment for KW. The
4 new prescription for KW was for eyeglasses with +4.00+1.00X90 (right eye) and +4.00+1.00X90
5 (left eye). They were ordered on February 1, 2008 and delivered to KW on February 8, 2008.
6 KW's mother paid \$61 for the eyeglass lens replacement. The eyeglass prescription was filled by
7 Respondent. Afterwards, KW reported that "she can see so much better with her new
8 glasses."

9
10 14. At the 30-day follow-up appointment after KW received her new eyeglasses, Dr.
11 Ostrow discovered reduced vision in the left eye and began patching therapy, which was
12 successful in improving vision in that eye. His report provided the following information:

- 13 • Parent reported that patient doing "fine" with eyeglasses.
14 • Visual acuities with correction were 20/25+1 (right eye) and 20/40-1 (left eye)
15 using full Snellen letters.
16 • Patient diagnosed with amblyopia (left eye), accommodative esotropia, and
17 ptosis (left eye) and prescribed full-time patching of the right eye for three
18 weeks.
19 • Patient scheduled for a follow-up appointment in three weeks.

20
21 15. On March 28, 2008, KW returned for a follow-up appointment, at which
22 Dr. Ostrow made the following observations:

- 23 • Patient returned for 3-week follow-up of patching therapy. Parent reported
24 that patient is doing "very well".
25 • Visual acuities with correction improved to 20/20- (left eye) using full Snellen
26 letters.
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1 • Full time patching of the right eye was discontinued. Patient advised to wear
2 eyeglasses full-time.

3 • Patient scheduled for a follow-up appointment in three months.

4 16. On June 26, 2008, KW returned for a follow-up appointment, at which Dr.
5 Ostrow made the following observations:

6 • Patient returned for 3-month follow-up. Parent and child reported no
7 changes.

8 • Visual acuities with correction were 20/25-3 (right eye) and 20/30+2 (left eye)
9 using full Snellen letters.

10 • Patient prescribed full-time patching of the right eye for 2 weeks.

11 • Patient scheduled for a follow-up appointment in two weeks.

12 17. On July 10, 2008, KW returned for a follow-up appointment, at which Dr.
13 Ostrow made the following observations:

14 • Patient returned for 2-week follow-up of patching therapy.

15 • Visual acuities with correction improved to 20/30+1 (left eye) using full
16 Snellen letters and 20/20 with single Snellen letters.

17 • Full time patching of the right eye was discontinued.

18 • Patient scheduled for a follow-up appointment in three months.

19 18. On October 8, 2008, KW returned for a follow-up appointment, at which
20 Dr. Ostrow made the following observations:

21 • Patient returned for 3-month follow-up. Parent reported no esotropia with
22 eyeglasses only when without eyeglasses and tired.

23 • Visual acuities with correction were 20/30+ (right eye) and 20/30+2 (left eye)
24 using full Snellen letters and 20/25 (left eye) with single Snellen letters.
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1 • Patient advised to wear eyeglasses full-time.

2 • Patient scheduled for a follow-up appointment in six months.

3 FIRST CAUSE FOR DISCIPLINE

4 (Repeated Negligent Acts)

5 19. Respondent is subject to disciplinary action under Section 3110(b) and (q) in that
6 Respondent engaged in repeated negligent acts, including record keeping violations, as set forth
7 in paragraphs 7 through 18, inclusive, which are incorporated in here by reference, in that:

8 a. Respondent failed to properly diagnose KW's accommodative esotropia, and
9 instead misdiagnosed KW as having esophoria;

10 b. Respondent failed to conduct a cycloplegic refraction on KW;

11 c. Respondent negligently failed to prescribe the maximum cycloplegic refraction
12 for full-time wear to treat KW's accommodative esotropia. Instead, the Respondent
13 prescribed his manifest refraction to be used only for reading.

14 d. Respondent failed to schedule follow-up care and visits to confirm KW's visual
15 acuity and eye deviation results;

16 e. Respondent failed to record the degree of esophoria in prism diopters after
17 Respondent performed a cover test on KW at distance (6 m) with resultant esophoria
18 and to perform and record the degree of esophoria at near (40 cm);

19 f. Respondent failed to properly document and record his diagnosis, treatment and
20 plan of action for KW following her examination; and

21 g. Respondent failed to reexamine KW to determine why KW was not seeing
22 better with her eyeglasses after KW's mother reported to Respondent that KW said
23 that she "doesn't see any better with or without" her eyeglasses.
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SECOND CAUSE FOR DISCIPLINE

(Gross Negligence/Incompetence)

20. Respondent is subject to disciplinary action under Section 3110(b) and (d) in that Respondent engaged in acts of gross negligence and/or incompetence, as set forth in paragraphs 7 through 18, inclusive, which are incorporated in here by reference, in that:

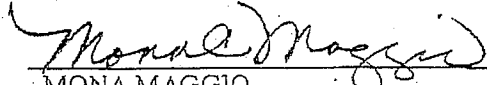
- a. Respondent failed to conduct a cycloplegic refraction on KW;
- b. Respondent failed to properly diagnose KW's accommodative esotropia and amblyopia, and instead misdiagnosed KW as having esophoria; and
- c. Respondent failed to prescribe the maximum cycloplegic refraction for full time wear to treat KW's accommodative esotropia.

PRAYER

WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged, and that following the hearing, the State Board of Optometry issue a decision:

1. Revoking or suspending Optometrist License Number 6242, issued to Jeffrey A. Hall, O.D.;
2. Ordering Jeffrey A. Hall, O.D. to pay the State Board of Optometry the reasonable costs of the investigation and enforcement of this case, pursuant to Business and Professions Code section 125.3;
3. Taking such other and further action as deemed necessary and proper.

DATED: August 23, 2010


MONA MAGGIO
Executive Officer
State Board of Optometry
Department of Consumer Affairs
State of California
Complainant

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